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**RECORDATION REQUESTED BY:**

COLE TAYLOR BANK  
COMMERCIAL BANKING  
GROUP  
111 W. WASHINGTON  
CHICAGO, IL 60602



Doc#: 0700505143 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/05/2007 11:55 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Cole Taylor Bank  
Loan Services  
P.O. Box 88452 - Dept A  
Chicago, IL 60680-8452

**SEND TAX NOTICES TO:**

Benjamin Munoz  
4514 West Parker  
Chicago, IL 60639

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

COLE TAYLOR BANK  
COLE TAYLOR BANK  
P.O. BOX 88452 - DEPT. A  
CHICAGO, IL 60680

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated August 30, 2006, is made and executed between Benjamin Munoz (referred to below as "Grantor") and COLE TAYLOR BANK, whose address is 111 W. WASHINGTON, CHICAGO, IL 60602 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 18, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded March 16, 2005 in the Cook County Recorder's Office as Document Number 0507514058 and an Assignment of Rents dated February 18, 2005 and recorded March 16, 2005 in the Cook County Recorder's Office as Document Number 0507514059 and modified by Modification of Mortgage dated January 27, 2006 and recorded March 7, 2006 in the Cook County Recorder's Office as Document Number 0606645097 and modified by Modification of Mortgage dated August 28, 2006 and recorded AUGUST 31, 2006 in the Cook County Recorder's Office as Document Number 0624341136.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT 19 IN BLOCK 7 IN VAN H. HIGGINS SUBDIVISION OF 25 ACRES SOUTH OF AND ADJOINING THE NORTH 60 ACRES OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4463 S. Princeton Avenue, Chicago, IL 60609. The Real Property tax identification number is 20-04-416-014-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The principal balance of the Promissory Note secured by the aforesaid Mortgage has been increased the date of this Modification of Mortgage from \$1,297,000.00 to \$1,489,000.00. At no time shall the

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## MODIFICATION OF MORTGAGE

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principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$2,978,000.00.

The definition of the Note within the Mortgage is hereby modified to mean the follow:

A Promissory Note dated February 18, 2005, in the original principal amount of \$610,000.00 as modified, extended and/or increased from time to time, and a Promissory Note dated January 27, 2005, in the original principal amount of \$250,000.00, increased to \$450,000.00 as of January 27, 2006, as modified, extended and/or increased from time to time, and a Promissory Note dated July 20, 2005, in the original principal amount of \$85,000.00 as modified, extended and/or increased from time to time, and a Promissory Note dated August 28, 2006, in the original principal amount of \$152,000.00 as modified, extended and/or increased from time to time, and a Promissory Note dated August 30, 2006, in the original principal amount of \$192,000.00, as modified, extended and/or increased from time to time, all from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Promissory Note(s) or Agreement(s) not yet paid.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 30, 2006.**

GRANTOR:

Benjamin Munoz  
Benjamin Munoz

LENDER:

COLE TAYLOR BANK

[Signature]  
Authorized Signer

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **Benjamin Munoz**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6TH day of SEPTEMBER, 2006.

By Michaeline A. Manos Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires \_\_\_\_\_



### LENDER ACKNOWLEDGMENT

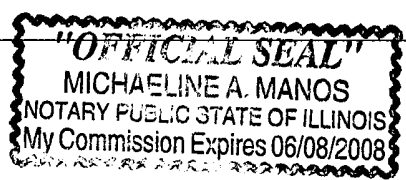
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 6TH day of SEPTEMBER, 2006 before me, the undersigned Notary Public, personally appeared MICHAEL KALITOWSKI and known to me to be the V.P., authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Michaeline A. Manos Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires \_\_\_\_\_



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